

MANEY & GONZÁLEZ-FÉLIX PC
HOUSTON | CIUDAD DE MÉXICO

November 16, 2018

The Honorable Richard J. Sullivan
United States District Court, Southern District of New York
Thurgood Marshall United States Courthouse
40 Foley Square
New York, New York 10007

Re: *Oceanografía, S.A. de C.V. and Amado Yáñez v. Citigroup, Inc.*, 17-CV-01434 (RJS)

Dear Judge Sullivan:

Citi recently wrote the Court stating that it “stands by” its claim that three of the four New York contracts had terminated by their express terms prior to Citi’s cover up and claiming that Citi has no records to the contrary. Citi (again) does not contest that the bond indenture was still in effect and requires suit to remain in New York. Citi’s factual claims as to the other three New York contracts are, of course, irrelevant in the context of a motion to dismiss and moreover contradict the documents produced to the Court thus far (such as Citi’s Project Blue materials), which demonstrate that Citi continued to work under these engagements until well after the terminate by/unless extended date in those contracts. For its part, Oceanografía stands by its allegation that all four New York contracts were in effect and governed active transactions at the time of Citi’s cover up.

Respectfully submitted,

/s/ Mark Maney
Attorney-in-Charge

cc: all counsel of record